FALPNUNH

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
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MARK NUNEZ, et al.,

Plaintiffs,

v. 11 CV 5845 (LTS)

CITY OF NEW YORK, et al.,

Defendants.

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New York, N.Y.
October 21, 2015
2:05 p.m.

Before:

HON. LAURA TAYLOR SWAIN,

District Judge

APPEARANCES

LEGAL AID SOCIETY
Attorneys for Plaintiffs
BY: MARY LYNNE WERLWAS
JONATHAN S. CHASAN
-and-
ROPES & GRAY
BY: WILLIAM I. SUSSMAN
-and-
U.S. DEPARTMENT OF JUSTICE
BY: JEFFREY POWELL
LARA K. ESHKENAZI
-and-
EMERY CELLI BRINCKERHOFF & ABADY LLP
BY: JONATHAN S. ABADY
DEBBIE GREENBERGER

NEW YORK CITY LAW DEPARTMENT
Attorneys for Defendants
BY: ARTHUR G. LARKIN, III
CELESTE KOELEVELD
KIMBERLY JOYCE

(Open court)

(Case called)

THE COURT: Good afternoon. Would everyone other than the attorneys please be seated. This is the fairness hearing in respect of the consent judgment proposed in the matter of Nunez against Correction Officer Thomas, et al.

Counselor, would you kindly introduce yourselves. The person who will speaking on behalf of the interest should introduce the team, please.

MR. POWELL: Jeffrey Powell with the U.S. Attorney's Office for the government.

THE COURT: Good afternoon, Mr. Powell. And with you is Ms. Eshkenazi?

MS. ESHKENAZI: Yes, your Honor.

THE COURT: Good afternoon.

MS. WERLWAS: Good afternoon. Mary Lynne Werlwas from the Legal Aid Society's Prisoners' Rights Project, together with Jonathan Chasan for the Prisoners' Rights Project.

THE COURT: Good afternoon, Ms. Werlwas and Mr. Chasan.

MR. SUSSMAN: Good afternoon, your Honor. William Sussman of Ropes and Gray on behalf of plaintiffs class.

THE COURT: Good afternoon, Mr. Sussman.

MR. ABADY: Jonathan Abady from Emery, Celli, Brinckerhoff and Abady, here with Debbie Greenberger, also for

the plaintiff, your Honor.

THE COURT: Good afternoon, Mr. Abady and Ms. Greenberger. You can a be seated.

MS. KOELEVELD: Your Honor, Celeste Koeleveld for the City. I'm joined by Arthur Larkin and Kimberly Joyce.

THE COURT: Good afternoon, Ms. Koeleveld, Mr. Larkin and Ms. Joyce. And greetings to the members of the press and other spectators and interested parties who are here this afternoon. Thank you all for coming to court.

First, I would like the thank the parties for their submissions and for the very thorough supplemental issues that we discussed at the preliminary hearing regarding the settlement, and I would like to congratulate and commend everyone here for their efforts in reaching the important result that we're taking up here today, particularly given the very serious, complex and, no doubt, at times, intractable set of issues that needed to be addressed.

At this point, I would invite the parties to state their positions as to the settlement, to make your statements in support of the settlement. Ms. Werlwas.

MS. WERLWAS: Yes. Speaking on behalf of the Nunez plaintiff class, we are asking you to give final approval to the settlement agreement that you preliminarily approved in July. We aren't going to restate what we put in those papers detailing the extensive and very arm's length negotiations that

culminated in this settlement agreement and that describe the fairness of its substantive terms. Those are also further detailed much more closely in the declaration of Mr. Martin, which shows the nexus between the terms of relief and the problems they were seeking to resolve.

Since your Honor's preliminary approval, this notice of the settlement agreement was distributed to the class, pursuant to the procedures your Honor had ordered, and it also received significant media attention and could have been seen by any interested stakeholders.

We're delighted but not surprised that the response from the class has been overwhelmingly positive. The fact that there was only one objection lodged, which we addressed in our papers, demonstrates the near unanimous approval of the class of this settlement on their behalf.

In our view, this settlement is an excellent result for the plaintiff class. From the outset of the litigation, we, as counsel for the class, have made clear that any resolution of this litigation would require, at a minimum, two features; that it would need to be a court-enforceable order, and that there would need to be a neutral entity to monitor compliance with the agreement.

The consent judgment before your Honor has both of those features, and in addition, it requires a range of operational and policy changes that were carefully crafted with

the guidelines of relevant correctional professionals. They brought their expertise to the settlement table over and over again to ensure that the measures agreed upon are consistent with public safety and are sound correctional practice.

We believe that this agreement, if implemented, will end the pernicious pattern of institutionalized staff violence against inmates, who are held partially out of public view in the city's jails. This brutality has no place in modern corrections, and we are pleased to presents a consent judgment to end it.

We are happy to answer any questions you have about any of the specific terms or about the negotiations of the agreement, but since much of that is laid out in our papers, I think we will turn to others.

THE COURT: Before you sit, thank you, and I agree that your papers are very comprehensive and clear. I do have one technical question that I'm not sure was addressed directly in the papers, and that is whether the CAFA notice to state officials has been given, and whether the statutory time period from the giving of that notice has elapsed?

MS. WERLWAS: Right. My understanding is that it has, and I think, though, that the City lawyers would be the best to answer the specifics on that.

THE COURT: Thank you.

MR. LARKIN: Yes, your Honor. We sent the notice out

promptly, and more than 90 days has elapsed. We have not received any objections from any of the State Attorneys General to whom the notice was sent.

THE COURT: Thank you. Mr. Powell?

MR. POWELL: Thank you, your Honor. As your Honor is aware, back in December 2014, the United States intervened in the Nunez class action after issuing a report under the statute CRIPA, finding that inmates between the ages of 16 and 18 were being subjected to unconstitutional conditions of confinement.

Shortly thereafter, the settlement negotiations became more intense and more regular, and it took several months for us to get to where we were and to submit what we view as a very comprehensive consent judgment that has a wide variety of -- requires the department to implement a myriad of new practices, systems, policies and programs that are designed to reduce violence in the jails and ensure the well-being of not only inmates but also the staff that worked there.

The widespread reforms reflect the parties', the City's and the plaintiffs' collective best judgment as to what measures need to be taken to address what have been long-standing deficiencies that we feel have existed in the jail system.

I won't repeat what the Nunez counsel indicated, but the agreement does call for the appointment of a jointly selected monitor. Mr. Martin has been jointly agreed to by the

parties. He is a nationally recognized correction expert. We have submitted his CV to your Honor, as you requested, and we feel that he is perfectly positioned and very well-experienced, given his history of serving as a monitor in other institutional reform cases, to perform the duties required under the consent judgment here.

With respect to the issues that your Honor raised when we were last before you on July 9th, we have addressed those in our papers. Happy to answer any other questions regarding those issues. As the joint motion, we're proud to be here with the City now jointly requesting that the Court issue final approval of the consent judgment and find that it is fair, reasonable and adequate and fully complies with the PLRA.

THE COURT: Thank you. Would anyone else like to be heard? Ms. Koeleveld?

MS. KOELEVELD: Yes, your Honor. As we have stipulated in the agreement, your Honor, we believe that the agreement that we've entered into is narrowly tailored and the least-intrusive means to address the alleged constitutional violations and that the remedies went further than necessary to correct those violations.

From the beginning of our decision to enter into settlement negotiations, the Department of Corrections was determined to enter into an agreement that made operational sense. Every single decision, every single term of the

agreement was viewed from the perspective of is this something that will work for the agency, is this something that will make sense for us, is this something that will help move us forward. And with those goals in mind, the negotiations were quite extensive and comprehensive.

The agreement builds on reforms that are already underway, in many respects, at the agency. The department has announced a 14-point plan to make the jails safer, more efficient, better run in many respects. So we believe that this agreement dovetails that 14-point plan, and overall, is a way to make the department move forward in a very, very positive way.

As I noted, the department is already working not just on the 14-point plan, but also on some of the terms in this agreement. The reforms are already underway. The department is prepared to hit the ground running and thinks that this is the best way to keep everybody in the jails safe, both inmates and correction officers alike. We urge your Honor to approve the agreement.

THE COURT: Thank you. I'm very glad to hear that steps are already underway to implement the measures that are reflected here.

Would anyone else like to be heard?

Very well, then. I will now render my oral decision on the motion for approval of the proposed consent judgment.

These remarks constitute the Court's findings of facts and conclusions of law for the purposes of Rule 52 of the Federal Rules of Civil Procedure. The Court reserves the right to make non-substantive changes and corrections in any transcript of this oral opinion.

The Court has considered very carefully all of the written submissions and all of the remarks here today.

I first summarize the relevant procedural background. Plaintiff Mark Nunez filed the original complaint in this action on August 18th, 2011, against the New York City Department of Corrections and subsequently filed amended complaints in May and September 2012, adding seven other individual plaintiffs and four class representatives.

The second, and operative amended complaint, which is docket entry No. 34, sought injunctive and declaratory relief on behalf of a proposed class of current and future inmates at the jails not already subject to court orders governing the use of force, and damages for the individual plaintiffs.

On January 7, 2013, the Court entered a stipulated order pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(1)(A) and 23(b)(2), certifying a class of all present and future inmates confined in jails operated by the Department of Corrections, except for the Eric M. Taylor Center and the Elmhurst and Bellevue Prison Wards. That's docket entry 61.

That same order also appointed four individuals as

representatives of the plaintiff class and appointed Ropes and Gray; Emery, Celli, Brinckerhoff and Abady, LLP; and the Legal Aid Society as class counsel.

The order further required the submission of a proposed notice to the plaintiff class and a plan for distributing that notice, which was approved, along with the method of dissemination, on February 28th, 2013.

Discovery, settlement negotiations, the issuance of a report by the Department of Justice concerning conditions in the youth facilities at Rikers and intervention in this lawsuit by the United States ensued.

On July 1st, 2015, the parties moved this Court for preliminary approval of the proposed consent judgment, approval of the content and method of distribution of the notice to the class, establishment of a schedule for the process leading up to and including this fairness hearing, and revision of the definition of the certified class as agreed to by the parties in the proposed consent judgment.

On July 20th, the Court entered its order preliminarily approving the consent judgment, approval of the class notice, and revision to the definition of the certified class, which is docket entry 214. That order preliminarily approved the consent judgment, preliminarily finding that its terms were fair, reasonable and adequate and served the best interests of the members of the plaintiff class, subject to a

final determination.

The order set forth the method for giving class notice and objections. The approved class notice was to be posted in English and Spanish in areas of the law libraries, housing areas and receiving rooms of each jail where it was reasonably calculated to be seen by inmates in the area, and copies were to remain posted until the expiration of the objection deadline.

In addition, the City was required to deliver, on two consecutive Saturdays, a copy of the class notice in English and Spanish to every member of the plaintiff class who, at the time of the distribution, was confined in a unit or housing area in which the inmate was held in a cell 23 hours per day. A postmark deadline of September 4th, 2015 was set for objections, and the parties' counsel were required to file responses to any timely objections by October 2nd.

That same order required the defendants to provide notice of the proposed consent judgment to the appropriate federal and state officials, as required by the Class Action Fairness Act, and the corporation counsel's office has confirmed today that that notice was provided and that the statutory time period has elapsed with no objections being lodged.

The July order also approved the revision of the class definition, as agreed on by plaintiffs' class counsel and the

defendants, and for good cause shown. This revision expanded the class to include all present and future inmates confined in the Eric M. Taylor Center, which is the youth facility.

As set forth in the declaration of Brenda Cooke, submitted in support of the request for final approval, class notice was properly disseminated in accordance with the approved procedures. The declaration of Christina Bucci, submitted in support of the request for final approval, represents that six letters were received in response. None of the writers objected to the consent judgment. Rather, each asked to be added to the class action. Ropes and Gray responded to each writer, explaining that if they met the criteria for membership in the class, they need take no action to remain part of the class. Only one class member submitted an objection to the consent judgment. The Court e-filed that objection, which was sent directly to the Court.

The Court has reviewed carefully all of the submissions, and the Court has jurisdiction of this action pursuant to Section 1331 of Title 28. The individual damages claims for all of the plaintiffs have been settled with separate stipulations and orders entered with respect to each individual's damages claim.

I now turn to the parties' joint request for approval of the settlement embodied in the consent judgment.

When evaluating the proposed settlement of a class

action under Federal Rule of Civil Procedure 23(e), a court must determine whether the settlement, taken as a whole, is fair, reasonable and adequate and was not the product of collusion. *Wal-Mart Stores, Inc. v. Visa U.S.A. Inc.*, 396 F.3d 96 at 116, the 2005 decision of the Second Circuit. A fairness determination requires the court to consider both the settlement's terms and the negotiating process leading to the settlement.

In this circuit, courts examine the fairness, adequacy and reasonableness of the class settlement at the final approval stage by considering the so-called Grinnell factors. Namely, first, the complexity, expense and likely duration of the litigation; second, the reaction of the class to the settlement; third, the stage of the proceedings and the amount of discovery completed; fourth, the risks of establishing liability; fifth, the risks of establishing damages; sixth, the risks of maintaining the class action through the trial; seventh, the ability of the defendants to withstand a greater judgment; eighth, the range of reasonableness of the settlement fund in light of the best possible recovery; and, ninth, the range of reasonableness of the settlement fund in relation to a possible recovery, in light of all of the attendant risks of litigation.

I cite again the Wal-Mart stores decision at Page 117. I also refer the record to the decision *Ingels v. Toro*, 438 F.

Supp. 2d, 203 at 211, a 2006 Southern District of New York decision, which notes that an inaction for injunctive relief, the risks associated with establishing entitlement to the remedies sought, rather than the risk of establishing damages is the relevant inquiry for the fifth factor.

A presumption of fairness, adequacy and reasonableness may attach to a class settlement reached in arm's length negotiations between experienced, capable counsel after meaningful discovery. I cite the Wal-Mart Stores decision at Page 116. Furthermore, there is a strong judicial policy in favor of settlements, particularly in the class action context.

The proposed consent judgment was reached after extensive discovery with sophisticated counsel involved on both sides, as documented in the supporting declarations. The affidavits, or declarations, proffered by the parties demonstrate that the negotiations were lengthy, vigorous and conducted at arm's length over the course of several months by experienced and competent attorneys and included the involvement of the Commissioner of the Department of Corrections and other officials of the Department, expert consultants, the City's Corporation Counsel and the United States Attorney. Magistrate Judge James Francis of this court oversaw the general pretrial management of this case and monitored the settlement negotiation process.

Because the proposed settlement is the product of

arm's length negotiations between experienced and capable counsel, after meaningful discovery, it is presumptively fair. See In re: *EVCI Career Colleges Holding Corporation Securities Litigation*, 2007 WL 2230177 (S.D.N.Y. July 27, 2007).

Having determined that the consent judgment is entitled to a presumption of fairness, the Court Will now examine the so-called Grinnell factors to determine the fairness, adequacy and reasonableness of the consent judgment. The Court's evaluation is based on the parties' extensive joint submissions, including the declarations of Anna Friedberg, Steve J. Martin, the joint memorandum of law in support of the motion for final approval, and the memorandum of law in support of the preliminary approval of the consent judgment, as well as the Court's own oversight of the litigation and settlement process.

The detailed and comprehensive proposed consent judgment itself speaks volumes of the thought and careful consideration of the rights of the class members and the safety and correctional administration issues that characterize the negotiations and the final agreement.

This evidence, in light of the full record and the Court's familiarity with this litigation, establishes the following material facts that confirm that the proposed settlement is fair, reasonable and adequate. The Court finds as follows:

As to the complexity, expense and likely duration of the litigation, if the class action had continued, it would have required extensive further fact discovery and, ultimately, the presentation of evidence concerning each of the 12 named plaintiffs' individual excessive force claims, as well as proofs substantiating the pattern and practice claims asserted on behalf of the class.

The further pretrial discovery would have included depositions of very senior supervisory Corrections Department and City officials. A trial would have taken several weeks and involved complex issues of fact and law. The policies and practices that underlie plaintiff's claims may well have remained unaddressed on a systemic basis prior to final resolution of the litigation. This factor weighs strongly in favor of approval of the settlement.

As to the reaction of the settlement class to the settlement, there were a handful of responses to the notice of the proposed settlement. As reported in the Bucci declaration, five individuals requested inclusion in the class and asserted that they had suffered wrongdoing at the hands of the correctional officers. Ms. Bucci's declaration explains how plaintiffs' counsel responded to those letters, none of which objected to the settlement.

The one communication that characterized itself as an objection was a letter addressed to the Court, which the Court

then filed on the ECF system as docket entry 231. That letter commends many features of the settlement and expresses the writer's views on issues relating to corrections and his suggestions on how the settlement might, in his view, be made more robust. None of the content of the letter, which the Court has considered carefully, indicates that the proposed consent judgment is inadequate, unfair or unreasonable.

The lack of objections to the consent judgment is an extremely significant indication that the class finds that it is fair, reasonable and adequate. See *Charron v. Pinnacle Group N.Y. LLC*, 874 F. Supp. 2d 179 at 198 (S.D.N.Y. 2012). The fact that one class member would have preferred that it go further, in some respects, does not diminish the strongly positive significance of the reaction of the class as a whole.

I turn to the stage of the proceedings and the amount of discovery completed. The consent judgment was negotiated and proposed to the Court only after extensive discovery had been conducted, including the production of more than two million documents by the City and the taking of 57 depositions of current and former Department of Corrections personnel. The United States also conducted an extensive investigation before issuing its report concerning conditions in solitary confinement treatment in the facilities for young inmates and joining this action as an intervenor. The body of information developed by the parties was amply sufficient to inform the

negotiation of a fair and reasonable settlement.

As to the risks of establishing liability and remedies and of maintaining the class action through trial, given the complexity and the breadth of the claims and the constitutional issues involved, the litigation process clearly presented substantial risks of adverse results or the achievement of relief narrower than that provided for in the consent judgment. The consent judgment greatly benefits the plaintiff class by ensuring that the needed reforms will begin to be implemented in the short term, rather than years from now, if at all, following a trial and any appellate process. This factor weighs strongly in favor of approval of the settlement.

Turning to the range of reasonableness, the Court recognizes that the consent judgment was the product of extensive negotiations and that it would have taken significant judicial resources, in a contested setting, to devise equitable remedies that are as detailed and comprehensive as thoroughly included in the 63-page consent judgment. Detailed equitable relief that is agreed to and fashioned with collaborative input from the parties, and with the full support and cooperation of the leadership of the affected institutions, is also far more likely to be implemented smoothly and effectively than a Court-fashioned outcome after a contested and protracted trial.

The detailed and extensive relief is significant, and the Court finds that it is well within the range of reasonable

outcomes. The Court also recognizes that the parties, at the Court's request, have amended the release provision of the consent judgment to clarify that it applies only to systemic issues and only until the agreement is terminated, in accordance with its terms; thus, preserving more clearly the absent class members' rights to assert individual claims, should any arise, and eliminating any ambiguity as to whether further impact litigation following the development and implementation of the measures called for by the settlement was intended to be foreclosed.

Finally, the retention of the independent monitor to oversee the implementation of the consent judgment gives the Court additional comfort as to the likelihood of proactive and prompt implementation of the consent judgment, and the Court's own ability to assess regularly and efficiently the continued fairness, adequacy and reasonableness of the measures called for by the consent judgment as its provisions are carried out over the next few years. The settlement falls well within the range of reasonable outcomes under the circumstances.

I turn to the issue of compliance with the PLRA. Because this litigation concerns prison conditions, the settlement cannot be approved unless it complies with the requirements of the Prison Litigation Reform Act, or PLRA. The PLRA places constraints on the prospective relief that may be granted in civil actions regarding prison conditions. 18,

U.S.C., Section 3626(a) provides that such relief shall extend no further than necessary to correct the violation of the federal right of a particular plaintiff or plaintiffs. The PLRA requires the Court to find that the consent judgment is narrowly drawn, extends no further than necessary to correct the violation of the federal right, and is the least intrusive means necessary to correct the violation of the federal right.

The remedies, however, may require more than the bare minimum that federal law would permit and, yet, still be necessary and narrowly drawn to correct the violation, and may be deemed properly drawn if it provides a practicable means of effectuation, even if such relief is overinclusive. See *Handberry v. Thompson*, 446 F.3d 335 at 346 to 47, a Second Circuit decision.

Here, defendants have expressly agreed that the relief called for by the consent judgment is narrowly drawn, extends no further than is necessary to correct the alleged violations of federal rights, is the least-intrusive means necessary to correct these violations, and will not have an adverse impact on public safety or the operation of the criminal justice system. This agreement is documented in Section 22 of the consent judgment. The City's acknowledgment of the propriety of the prospective relief provides strong support for a conclusion by this Court that the concept judgment satisfies the requirements of the PLRA.

Moreover, in response to the Court's request for confirmation by a person with corrections expertise that the measures are narrowly drawn and necessary, the parties have submitted the declaration of Mr. Steve Martin, who was retained as a consulting expert by plaintiffs' class counsel, and has been extensively involved in the case and has decades of experience with correctional facilities.

The parties have jointly proposed Mr. Martin to serve as the monitor under consent judgment and have jointly proffered his declaration as evidence that the relief is narrowly tailored and will not have an adverse effect on public safety or the operation of the criminal justice system.

In his declaration, Mr. Martin recounts that he had identified several areas of concern with respect to staff on inmate violence in the City jails, including unusually high frequency of use-of-force incidents, systemic deficiencies with respect to adequate accountability, reporting and investigation of use-of-force incidents and the need for improved training in the use-of-force policies.

Mr. Martin concluded that substantial system-wide reforms were necessary to reduce the level of staff-on-inmate violence in the City jails, ensure the safety and well-being of inmates, and protect inmates' constitutional rights. In his declaration, he describes the 14 categories of reform included in the consent judgment, and explains how those remedies are

necessary to address the alleged violations.

He also confirms that the consent judgment's terms are consistent with sound security practice and likely to promote public safety and protect both inmates and department staff from unnecessary harm and injuries. The Martin declaration provides uncontroverted evidence that the remedies provided for in the consent judgment are consistent with the requirements of the PLRA.

The Court notes that the City has voluntarily waived the PLRA Section 3626(b)(1)(A) provision permitting any party to apply for termination of prospective relief as to prison conditions after two years, agreeing, instead, to the termination mechanism set forth in the consent judgment, which provides that the agreement shall terminate only upon a finding by the Court that defendants have achieved substantial compliance with the provisions of the agreement and have maintained such compliance for a period of two years.

The prospective relief is, nonetheless, narrowly tailored. The consent judgment's termination provisions appropriately recognize the fact that many of the undertakings by the City in the consent judgment are long-term action items and will likely take longer than two years to implement.

Based on Mr. Martin's declaration, the other submissions that have been made in this case, the remarks of counsel here in court today, and the Court's own careful review

and assessment of the consent judgment, the Court finds that the prospective relief provisions of the consent judgment satisfy the requirements of the PLRA, in that they are narrowly drawn, extend no further than is necessary to correct the alleged violations of federal rights, are the least-intrusive means necessary to correct these violations, and will not have an adverse impact on public safety or the operation of the criminal justice system. In fact, the Court finds that they are very likely to have a positive impact on public safety and the operation of the criminal justice system.

I now turn to the parties' agreement concerning the payment of the fees and expenses of class counsel. The consent judgment contains a provision for an award of attorneys' fees to class counsel in the amount of $6.5 million. According to the declaration of Christina Bucci, class counsel have devoted approximately 35,000 hours of attorney time to the prosecution of this litigation.

The determination of how much to award in attorneys' fees is a matter entrusted to the sound discretion of the Court. *Reed v. A.W. Lawrence and Company, Inc.*, 95 F.3d 1170 at 1183, a 1996 Second Circuit decision.

Plaintiffs' class counsel represents that, if billed at reasonable market rates, the actual aggregate value of compensable attorney time charges, calculated as a lodestar amount, would have far exceeded the award provided for under

the consent judgment. The City, which will pay the award from public funds, moreover, has agreed to the amount of attorneys' fees requested, which indicates that the award is fair and reasonable. The Court approves the fee provision as fair and reasonable.

In summary, the Court finds that the settlement, taken as a whole, is fair, reasonable and adequate and was not the product of collusion. An order granting the motion and the consent judgment will be entered.

I, again, want to congratulate and commend everyone for this tremendous effort on the groundbreaking work that has brought us here today. I commend the individual plaintiffs and class representatives who had the courage to speak up about the conditions under which they were confined, as well as the attorneys and public officials who have brought this settlement to fruition.

These reforms are very important steps, addressing profoundly serious issues of inmate safety and dignity, which have significant implications for the integrity and public credibility of our criminal justice and correctional systems.

The settlement approval today is the product of unprecedented analysis, investigation, collaboration, commitment to the protection of rights, and vision for systemic reform. It is a detailed and far-reaching agreement that gives real weight to the principle that force against detainees and

inmates should only be used as a last resort and that all inmate interactions should be considered and controlled. This agreement will be an important foundational step for a future of constructive change in correctional institution administration.

The provisions of the consent judgment that eliminate punitive segregation for youth inmates under 18, and serve to ensure the safety of and productive programs for youth inmates, are equally significant and precedential.

The undertakings and monitoring provisions set forth in the consent judgment represent investments in the integrity of the administration of our jails, which, in turn, constitute investments in our communities. The way we treat inmates not only effects the lives of those individuals, but conveys important messages about how we, as a society, value these individuals and the communities to which they will return.

Such serious attention to the safety, supervision and monitoring of inmates and corrections personnel, alike, requires and confirms the recognition of the worth and dignity of every human being. The settlement provides an important example for other correctional systems throughout the country.

There is a long road ahead, and successfully implementing many of the provisions of the consent judgment will, no doubt, require much patience and continued hard work. The ultimate success of what you all have achieved here today

will be measured in the years to come, and I look forward to seeing rapid and meaningful progress reflected in the monitor's reports.

Again, my congratulations and thanks to each of you.

Now, I will sign an order granting the motion, and I will also sign the consent judgment, which will be entered by the clerk of the court.

(Pause)

I have signed both, and they will be entered by the clerk of court.

Is there anything else that we should take up together today?

MR. ABADY: I think we would probably be remiss if somebody didn't stand up and say that we very much appreciate the participation and attention that the Court has given to this process in this case, both your Honor and Magistrate Judge Francis.

This was a pretty unique experience for the parties, at a certain point, abandoned litigation and really jointly entered a process of problem solving, and we did it with the assistance and oversight of the Court, and we're all appreciative and mindful of what role your Honor played. Thank you.

THE COURT: Thank you. It is the Court's privilege. honor and obligation. So be well, everyone.

(Adjourned)